

1 BILL NO. S-83-09-23

2 SPECIAL ORDINANCE NO. S-206-F3

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Midwest Mole, Inc., for Berry  
Street Sewer Abandonment & Inter-  
connection Project, Res. #386-83,  
Division II - Parts A & B.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The annexed Contract, made a part hereof,  
10 by the City of Fort Wayne by and through its Board of Public  
11 Works and Midwest Mole, Inc., for Berry Street Sewer Abandonment &  
12 Interconnection Project, Res. #386-83, Division II - Parts A & B,  
13 is hereby ratified, and affirmed and approved in all respects.

14 The work under said Contract requires:

15 This Contract, Berry Street Sewer Abandonment  
16 & Interconnection Project, Res. #386-83,  
Division II - Parts A & B covers the following:

17 Part A - Commencing at the west terminus of  
18 Division I near Berry & Begue Streets and con-  
tinuing west to Lafayette Street.

19 Part B - Commencing at the east terminus of  
20 Division I at Coombs Street and continuing  
east to near Diester Machines.

21 (Part A to be completed by December 31, 1983  
22 and Part B completed in 1984);

23 the Contract price is Two Hundred Eleven Thousand Eight Hundred  
24 Sixty and No/100 Dollars (\$211,860.00).

25 SECTION 2. Prior Approval was received from Council  
26 with respect to this Contract on September 6, 1983. Two (2) copies  
27 of the Contract attached hereto are on file with the City Clerk,  
28 and are available for public inspection.

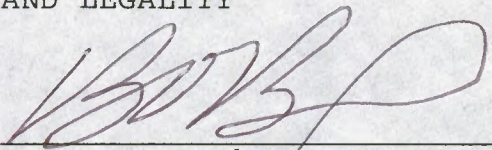
29 SECTION 3. That this Ordinance shall be in full force  
30 and effect from and after its passage and any and all necessary  
31 approval by the Mayor.  
32



Page Two

Councilmember

APPROVED AS TO FORM  
AND LEGALITY



Bruce O. Boxberger, City Attorney

FOX RIVER BOND  
25% COTTON



Read the first time in full and on motion by Scruggs, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 9-12-83, the 11 day of September, 1983, at 11 o'clock A.M., E.S.T.

DATE: 9-12-83

Sandra E. Kennedy  
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Scruggs, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BRADBURY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCRUGGS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 9-27-83

Sandra E. Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) ~~(GENERAL)~~ (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-206-83 on the 27th day of September, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy  
CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept., 1983, at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy  
CITY CLERK

Approved and signed by me this 30th day of September 1983, at the hour of 12 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



B-159-19  
8/24/83

# CONTRACT

THIS CONTRACT, made the 24<sup>th</sup> day of Aug., 1983, by and between MIDWEST MOLE, INCORPORATED, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

## BERRY STREET SEWER ABANDONMENT AND INTERCONNECTION PROJECT, RESOLUTION NO. 386-83 DIVISION II - PARTS A AND B

PART A - Commencing at the west terminus of Division I near Berry and Begue Streets and continuing west to Lafayette Street.

PART B - Commencing at the east terminus of Division I at Coombs Street and continuing east to near Diester Machines.

for the Owner, all in strict accordance with the drawings and specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract; and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Part A, which is to be completed by December 31, 1983: Eighty Thousand Dollars (\$80,000.00); Part B, which is to be completed in 1984: One Hundred Thirty-One Thousand, Eight Hundred Sixty Dollars (\$131,860.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal (Bid)
3. Advertisement
4. Specifications
  - a. General & Supplemental Conditions of the Contract
  - b. Instructions to Bidders
  - c. Detailed Specifications
  - d. FEMA Regulations
  - e. EEO Requirements
  - f. City Standards and Specifications



5. Drawings  
a. Detailed drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

Jane L. Liotta  
Secretary  
TITLE

MIDWEST MOLE, INCORPORATED  
(Contractor)

BY Sen L. Liotta  
Pres.  
TITLE

(SEAL)

ATTEST:

Allen D. Grochowski  
Clerk  
TITLE

CITY OF FORT WAYNE, INDIANA  
(Owner)

BY [Signature]  
Betty R. Collins  
Jack Wilson, Jr.  
BOARD OF PUBLIC WORKS

BY [Signature]  
Win Moses, Jr., Mayor

APPROVED AS TO FORM & LEGALITY:

[Signature]



## PERFORMANCE &amp; PAYMENT BOND



The  
Continental  
Insurance  
Companies

KNOW ALL MEN BY THESE PRESENTS:

That, . MIDWEST MOLE, INC.

as Principal, hereinafter called the Principal, and THE CONTINENTAL INSURANCE COMPANY  
a corporation organized and existing under the laws of the State of New Hampshire with its principal office  
in New York, NY, as Surety, hereinafter called the Surety, are held and firmly bound unto  
Board of Public Works of the City of Ft. Wayne, Indiana

as Oblige, hereinafter called the Oblige, in the just and full sum of Two hundred eleven thousand, eight  
hundred sixty and 00/100-----(\$211,860.00)-----Dollars,  
to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their respective heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has entered into a certain written contract with the Oblige, dated the 24<sup>th</sup>  
day of August 1983 to  
filling abandoned brick sewer with sand cement grout, back filling eight existing  
manholes with granual backfill material

which contract is hereby referred to and made a part hereof, as fully and to the same extent as if copied at length herein.

Now, Therefore, the condition of this obligation is such that, if the Principal shall faithfully perform all of the obligations  
of the Principal under the contract, and shall fully indemnify and save harmless the Oblige from all cost and damage which  
the Oblige may suffer by reason of the failure of the Principal so to do and shall fully reimburse and repay the Oblige all  
reasonable outlays and expense which the Oblige may incur by reason of such failure; and shall pay all persons who have  
contracts directly with the Principal for labor or materials in the performance of this contract, subject to the Oblige's priority,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The foregoing obligation, however, is limited by the following express conditions, the performance of each of which shall  
be a condition precedent to any right of claim or recovery hereunder:

1. In the event of any default on the part of the Principal, a written statement of the particular facts showing the date and  
nature of such default shall be given by the Oblige to the Surety as promptly as possible after such default has become  
known to the Oblige, and shall be forwarded by registered mail to the Surety at its Home Office.
2. If the Principal shall fail to comply with the provisions of the contract to such an extent that the contract shall be forfeit-  
ed, the Surety will have the right and opportunity to assume the remainder of the contract and at its option to perform  
or sublet the same.
3. No action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought  
or instituted and process served upon the Surety within twelve (12) months after completion of the work specified in  
said contract, whether such work be completed by the Principal, Surety or Oblige; but if there is any maintenance or  
guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought with-  
in three (3) months from the expiration of the maintenance period, but not afterwards.

Signed and sealed this

17th

day of

August

A. D. 1983

MIDWEST MOLE, INC.

BY: *John P. Lieth*

PRINCIPAL

(Seal)

THE CONTINENTAL INSURANCE COMPANY

SURETY

(Seal)

By *Katherine P. Kramer*

ATTORNEY

Katherine P. Kramer



BILL NO. S-83-09-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract by the City of Fort Wayne by and  
through its Board of Public Works and Midwest Mole, Inc., for Berry  
Street Sewer Abandonment & Interconnection Project , Res. #386-83,  
Division II - Parts A & B

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

VICTURE L. SCRUGGS, CHAIRMAN

SAMUEL J. TALARICO, VICE CHAIRMAN

DONALD J. SCHMIDT

MARK E. GIAQUINTA

PAUL M. BURNS

*Victure Scruggs*  
*Samuel J. Talarico*  
*Donald J. Schmidt*  
*Mark E. GiaQuinta*  
*Paul M. Burns*

*Concurred  
in 9-27-83*

*Sandra E. Kennedy*



TITLE OF ORDINANCE Contract, Berry St. Sewer Abandonment & Interconnection Project, Res.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This contract, Berry Street Sewer Abandonment & Interconnection

Project, Res. #386-83, Division II - Parts A & B covers the following:

Part A - Commencing at the west terminus of Division I near Berry & Begue Streets  
and continuing west to Lafayette Street.

Part B - Commencing at the east terminus of Division I at Coombs Street and  
continuing east to near Diester Machines. Contractor is Midwest Mole, Inc.

PRIOR APPROVAL RECEIVED 9/6/83

(Part A to be completed by Dec. 31, '83 & Part B completed in 1984)

EFFECT OF PASSAGE Improvement of Berry Street Sewer - Damage caused by flood

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$211,860.00

ASSIGNED TO COMMITTEE